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7-20-1999

RELEASE DEED

The BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Three Million Seven Hundred Ninety-Four Thousand Four Hundred Thirty Seven and 60/100 (\$3,794,437.60) Dollars paid to it by Cathartes/AEW IBR Somerville, LLC, having an address at 262 Washington Street, 6th Floor, Boston, MA 02108 (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Somerville, Middlesex County, Massachusetts (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. Grantor excepts from this conveyance any and all railroad related items, including cars, tracks, railroad track materials (including but not limited to ties which Grantor removes during the Trackage Removal Period referred to in this Section 6 (b), rail connections and switches) and/or related equipment of any description (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times, within the one hundred twenty (120) day period commencing with and subsequent to the date of Closing, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Office of Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February, and March shall not be included in the aforesaid one hundred twenty (120) day period. If the trackage is not removed from the Premises by the expiration of said one hundred twenty (120) period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.

Inner Belt Rd. Somerville

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Plan No. 1

SEE PLAN IN RECORD BOOK 30451 PAGE 513

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3. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within one hundred twenty (120) days from the date of delivery of this deed.
4. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises to the extent such are of record at the Middlesex South Registry of Deeds.
5. By the acceptance of this deed and as part consideration therefor, the Grantee for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect to any claims, suits and/or enforcement actions (including any administrative or judicial proceeding and any threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of Hazardous Materials as defined on, upon, or into the Premise; (b) any and all damage to real or personal property, natural resources and/or harm to persons alleged to have resulted from such release of such Hazardous Materials upon the Premises. Grantee shall indemnify Grantor and hold Grantor harmless for all loss, cost, damage and expense (including attorney's fees and expenses) arising out of any damage, claims, or causes or actions brought by Grantee, its successors and/or assigns as a result of its failure to, negligence in and other omission in connection with its analysis, detection, discovery, assessment or determination of the presence of Hazardous Materials on the Premises or other expense or claim brought by Grantee for any such damage or remediation associated in any manner with Hazardous Materials or contamination at the Premises. The acknowledgments and agreements of Grantee set forth in this Paragraph shall survive the Closing Date and shall not be merged therein. The term "Hazardous Materials" shall mean and include those elements or compounds which are contained on the list of hazardous substances, petroleum products and/or other pollutants adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by the Environmental Protection Agency or under any state hazardous substance laws.
6. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.

7. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
8. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
9. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
10. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
11. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.
12. This conveyance is not a conveyance of all or substantially all of the assets of the Boston and Maine Corporation.
13. Grantor excepts from this conveyance any and all personal property, of any nature whatsoever, which is the subject of any lease with respect to the Premises.

BK304516520

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 30th day of July, 1999.

[Signature]
Witness

GRANTOR:
BOSTON AND MAINE CORPORATION
By: David A. Fink
David A. Fink, Chief Executive Officer

Murphy
Witness

GRANTEE:
CATHARTIS/ADM IBA SERVICES, LLC
By: [Signature]
Name: John Magnifico
Title: VP.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 30, 1999

Then personally appeared the above-named David A. Fink, Chief Executive Officer of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

[Signature]
Notary Public
My Commission Expires: 12/03/04

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CANCELLED
CAMBRIDGE
DEEDS
MIDDLESEX

A parcel of land in the City of Somerville, Middlesex County and Commonwealth of Massachusetts, located easterly of Washington Street, southerly of Inner Belt Road, and northerly of Chestnut Street and shown on a plan entitled "Parcel No. 4, Yard 8, Inner Belt Road, Subdivision Plan of Land in Somerville, Massachusetts, Middlesex County, Scale 1:1200, 25 May 1999, prepared by Gunther Engineering, Inc., and more particularly described as follows:
to be recorded herewith

Beginning at an easterly corner of said parcel, at land now or formerly of Allen Trust C and at a westerly corner of land now or formerly of MBTA; thence running:

S 03-41-25 E 3.00 feet thence
S 86-18-35 W 119.65 feet thence
N 78-39-49 W 592.00 feet thence
N 53-05-16 W 372.36 feet to a point at the northeasterly corner of Lot A2, the last four courses being by land now or formerly of MBTA; thence
N 35-10-59 W 1662.03 feet by said Lot A2; thence
S 53-36-50 E 593.96 feet by land now or formerly of MBTA, to a point at land now or formerly of Trustees of E.L.B. Realty Trust; thence
S 37-03-36 E 530.70 feet by land now or formerly of Trustees of E.L.B. Realty Trust, to a point at land now or formerly of City of Somerville; thence
S 52-56-04 W 35.00 feet to a point 0.66 feet southwesterly and 0.22 feet northwesterly of a stone bound with escutcheon pin and lead plug; thence
S 37-03-36 E 80.14 feet to a point 1.75 feet southwesterly and 0.31 feet northwesterly of a stone bound with escutcheon pin and lead plug; thence
N 52-56-04 E 35.00 feet to the southerly sideline of Inner Belt Road and to a point 1.69 feet southwesterly and 0.33 feet northwesterly of a stone bound with lead plug; thence
S 37-03-36 E 373.94 feet by said line of Inner Belt Road to a point of curvature 1.12 feet southwesterly and 0.35 feet northwesterly of a concrete bound with lead plug; thence
southeasterly L-336.33 by a curve to the left having a radius of 1027.00 feet, to a point of non-tangency; thence

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includes
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